

4-0007
19-09

THIS DOCUMENT
NOT CIRCULATE

THIS AGREEMENT, entered into this 11 day of January, 1970, by and between the BOARD OF EDUCATION OF THE BOROUGH OF HAMBURG, hereinafter called the "Board" and the HAMBURG EDUCATION ASSOCIATION, hereinafter called the "Association."

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Participation by any member of the negotiating unit in a strike, or a refusal to perform duties, shall be just cause for disciplinary action.

No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Board.

It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions." The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the

1970-71

event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made."

It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

1

RECOGNITION

A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment for all certified personnel employed by the Board, including:

Classroom teachers	Nurses
Special Education teachers	Speech teachers
Resource teachers	Librarians
Music teachers	

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include all female teachers.

11

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

GRIEVANCE PROCEDURE

- A. A teacher or other employee with a grievance or proposal must first discuss his/her problem with the administrative principal.
- B. If dissatisfied, the administrative principal must give the teacher or employee permission to present his/her grievance or proposal to the Board of Education.
- C. Grievances or proposals presented to the Board of Education must be in writing over the signature of the administrative principal.
- D. The Hamburg Education Association may elect a Grievance Committee. The Committee will be recognized by the administrative principal. The procedure of the Grievance Committee must follow the procedure as outlined in one and two above.
- E. In the event said Grievance Procedure does not result in a satisfactory solution of the problem, the parties hereby agree to resort to mediation as provided and required in Chapter 303 of the Law of 1968.

IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the majority representative of the teachers, and to no other organization.

V.

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1970-71 school year.

VI

TEACHER FACILITIES

- A. By the beginning of the 1970-71 school year, the school shall have the following facilities:

- a. Space in each classroom in which teachers may store instructional materials and supplies;
- b. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher;
- c. Copies, exclusively for each teacher's use, of all texts used in the teaching of the courses he is to teach;

- d. Adequate chalkboard space in every classroom;
- e. Adequate books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility;
- f. Separate lounges for male and female staff members as soon as possible.
- g. A communication system so that teachers can communicate with the main office from their rooms as soon as possible.
- h. Swings, slides, and merry-go-round in working condition.

VII

SALARIES

A. The salary of all teachers and employees comprising the unit covered by this Agreement are set forth in the salary guide as follows:

<u>Yrs. Exp.</u>	<u>Step</u>	<u>Non Degree</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.S. Plus 30 Grad. Cr.</u>
0	1	\$ 6100	\$ 7400	\$ 8000	\$ 8600
1	2	6400	7700	8300	8900
2	3	6700	8000	8600	9200
3	4	7000	8300	8900	9500
4	5	7300	8600	9200	9800
5	6	7600	8900	9500	10100
6	7	7900	9200	9800	10400
7	8	8200	9500	10100	10700
8	9	8500	9800	10400	11000
9	10	8800	10100	10700	11300
10	11	9100	10400	11000	11600
11	12	9400	10700	11300	11900

NON-DEGREE TEACHERS

Non-degree teachers will be placed upon their proper step on the B.A. scale and will continue to progress on the B.A. scale upon presentation of evidence of the following:

- a. Matriculation for a B.A. degree at an accredited college or university.
- b. Progress toward a B.A. degree at a rate of 8 semester hours credit per year.
- c. The Board will assume the full cost of tuition for the 8 credits required by these teachers to maintain their position on the B.A. scale.
- d. The Board agrees to establish the following salary guide for additional services:

Assistant to the Principal and Reading Coordinator - Kdg. - 1st. grade	\$ 500
Reading Coordinator - Primary Grades	400
Reading Coordinator - Intermediate Grades	400
A.V.A. Coordinator	400
Stipend for music teacher for time spent supervising Memorial Day parade and Halloween parade, if held	50
Coach and supervisor for soccer program (boys)	200
Coach and supervisor for wrestling program (boys)	300
Coach and supervisor for volleyball program (boys & girls)	200
Coach and supervisor for field & track program (boys & girls)	300

Job descriptions for these appointed positions will be developed by the school administrative principal and will be subject to Board approval.

VIII

SICK LEAVE

- A. Sick leave is defined as absence from the post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorities on account of a contagious disease in the immediate household.
- B. Absence for personal disability shall be allowed and shall include full pay not exceeding ten school days time in one school year.
- C. If fewer than ten school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be cumulative without limit.
- D. Absence on sick leave shall be charged first to the ten-day allowance for the current year until it is fully utilized, and thereafter to the cumulative credit to the extent that such credit is available.
- E. In cases of illness extending beyond the teacher's or employee's sick leave credit, the deductions will be made on the following basis:
 - a. For those holding ten-month contracts -- 1/200th per day of the contract salary.
 - b. For those holding twelve-month contracts -- 1/240th per day of the contract salary.
- F. In all absences on sick leave exceeding three consecutive school days, the teacher or employee may be required to file a physician's certificate with the administrative principal.

IX

TEMPORARY LEAVES OF ABSENCE

- A. Absence due to a death in the teacher's or employee's immediate family or

household shall be allowed with pay for the required period up to five school days. The term "immediate family" shall include spouse, mother, mother-in-law, father, father-in-law, sister, brother and child.

B. Absence due to the critical illness of a member of the teacher's or employee's immediate family shall be allowed with full pay up to three days (the immediate family defined as in "A" above).

a. Critical illness is interpreted to mean cases in which:

1. The patient is under the care of a physician.
2. The patient's condition is of a serious nature to such a degree that continuous nursing care is required.

In cases of absence due to the critical illness of a member of a teacher's or other employee's family, a report from the attending physician attesting to the nature of the illness may be required by the Board of Education.

C. Death of other relative or close friend -- an allowance of up to one day's leave with prior approval by the administrative principal.

D. For other emergencies of a personal nature, an allowance of up to three days leave upon prior approval by the administrative principal.

X

EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.

XI.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay 50% of the cost of tuition of graduate courses taken by a teacher up to a maximum of 8 credits providing the teacher successfully completes the course and is granted full credit by the college or university and that the course be not one required for state certification and is related to the teacher's work in the Hamburg School system.

XII

INSURANCE PROTECTION

A. As of the beginning of the school year, the Board shall provide the health-care insurance protection designated below:

- a. Full New Jersey Blue Cross, Blue Shield, and Rider J benefits to be paid in full for all employees and eligible dependents.

XIII

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Each teacher shall make recommendations on instructional materials for her class.

XIV

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for associations such as are mandated by law.

XV

MISCELLANEOUS PROVISIONS

- A. The cost of printing copies of this Agreement shall be shared equally between the Board of Education and the Hamburg Education Association.
- B. In the case that legal counsel is retained by the Board, the Board and H.E.A. will share equally expenses incurred.

XVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971, subject, however, to all of the provisions and requirements of Chapter 303 of the Laws of 1968. No provision of said laws not expressly provided for herein, or required to be performed by the Board shall bind the parties hereto.

IN WITNESS WHEREOF, The Association has caused this agreement to be signed by its representatives and the Board has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

HAMBURG EDUCATION ASSOCIATION

By Amelia J. Sienacki
President

Attest:

Walter J. Gancarek
Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF HAMBURG

By Clyde D. Steward
President